

**CHESTERFIELD COUNTY
PURCHASING DEPARTMENT
CHESTERFIELD, VIRGINIA
(804) 748-1617
June 22, 2006**



REQUEST FOR PROPOSAL #06-5197-9334

LAND APPLICATION OF BIOSOLDS

DUE: July 19, 2006

*Request For Proposal Prepared By
Martin W. Franciscus, CPPB
Senior Contract Officer
Purchasing Department
www.chesterfield.gov/ManagementServices/Purchasing/purchase.asp*

1. **PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit qualified and interested firms to submit proposals to establish a contract through competitive negotiation for Land Application of Biosolids (Services) for Chesterfield County (County).

2. **GENERAL TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL**

- 2.1 Submittals, in **four (4)** copies, marked "**Land Application of Biosolids**" will be received no later than **5:00 P.M.**, Local Time Prevailing, on **July 19, 2006**, in:

Chesterfield County Purchasing Department
Administration Building, Room 402, Fourth Floor
9901 Lori Road
P. O. Box 51
Chesterfield, VA 23832-0001

- 2.2 Should you decide to utilize an express delivery service, please note that we are located at the Intersection of Ironbridge Road (State Route 10) and Lori Road. **Proposals will not be accepted via Fax machine or Internet E-mail.**
- 2.3 Mark outside of envelope with **RFP #06-5197-9334** and proposal subject, "**Land Application of Biosolids**".
- 2.4 Time is of the essence and any proposal or addenda pertaining thereto received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the sole responsibility of the offerors for ensuring that their proposals are stamped by Purchasing Department personnel before the deadline indicated in Section 2.1. Proposals and/or any addenda pertaining thereto, received after the announced time and date of receipt, by mail or otherwise, will be returned. However, nothing in this RFP precludes the County from requesting additional information at any time during the procurement process.
- 2.5 In the event that Chesterfield County government offices are closed due to inclement weather and/or emergency situations at the time set aside for a pre-proposal meeting and/or receipt of proposals, the pre-proposal meeting and/or published due date will default to the next open business day at the same time.
- 2.6 If you are an individual with a disability and require a reasonable accommodation, please notify the Purchasing Department at (804) 748-1617, three working days prior to need.
- 2.7 Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. The County reserves the right to award in part, in whole, and/or to award to multiple contractors, or to reject any or all proposals received. Any requirements listed herein are intended to describe qualifications, certifications and/or experience considered to be vital and should be used as guidelines for proposal submission. Firms not meeting specific requirements listed herein are encouraged to list and/or demonstrate alternate qualifications, certifications and/or experience for consideration.
- 2.8 Any proposal submitted **MUST** include the Signature Sheet which has been signed by an individual authorized to bind the offeror. All proposals submitted without such signature may be deemed non-responsive.

- 2.9 RFP Process: Offerors are to submit written proposals which present the offeror's qualifications and understanding of the work to be performed. The offeror's proposal should be prepared simply and economically and should provide all the information which it considers pertinent to its qualifications for the project and which respond to the Scope of Services and Evaluation Criteria listed herein. Emphasis should be placed on completeness of services offered and clarity of content. Offeror is requested to respond to each section/subsection in the order in which it appears in the RFP. **To assist in the evaluation process, offerors should limit their response to 50 typed pages.**
- 2.10 For information pertaining to the award on this procurement transaction, offerors may access public notification electronically at www.chesterfield.gov/ManagementServices/Purchasing/purchase.asp.
- 2.11 Proprietary Information: Section 2.2-4342 F of the *Code of Virginia* states: "Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of §2.2-4317 shall not be subject to the Virginia Freedom of Information Act (§2.2-3700 et seq.); however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary." Proposals not in compliance with section 2.2-4342 F will be subject to disclosure.
- 2.12 Total Quality Improvement Initiative: In order to continuously improve the efficiency and effectiveness of all public services provided, Chesterfield County has adopted and implemented the TOTAL QUALITY concept in its approach to organizational management. Listed herein for all prospective offerors to the County is an overview of the County's TOTAL QUALITY IMPROVEMENT (TQI) initiative. Offerors should review this information in order to familiarize themselves with the management philosophies and environment of the County prior to responding to Request for Proposals.

Chesterfield County is a leader in the application of innovative and successful management approaches. The County's leadership has resulted in numerous awards and broad recognition of the County and its employees. A constantly growing demand for additional and enhanced services has prompted the County to seek even higher levels of innovation and service excellence.

The TQI initiative is led by front line workers, supervisors, department directors, and the County's Leadership Group. Their intensive involvement in quality improvement demonstrates the County's commitment to the TQI values and principles of the initiative.

The TQI initiative includes specific guidelines for values and principles regarding the involvement of every employee within the organization. Implementation of TQI demonstrates the County's commitment to the importance of each individual.

A high standard of ethics, fairness, integrity, trust, responsibility, and creativity are integral concepts of the TQI Initiative. The County's organizational values center on customer focus, ethical behavior, teamwork, leadership, continuous improvement, open communications, employee involvement, progressive thinking, and data driven decisions. Adherence to these values is expected of all employees of the County, and the County, therefore, expects that all vendors will strive for and continuously improve their customer service.

- 2.13 The County's Definition of Total Quality Improvement: TQI is the employee, customer, and team oriented approach to work, problem solving, and decision making that depends upon individual employee commitment to improving work processes through the analysis and utilization of data.
- 2.14 Chesterfield County's TQI Mission Statement: Providing a first choice community through excellence in public service. To achieve excellence, all employees of the County will participate in the continuous evaluation and quality improvement of our services in order to meet or exceed customer expectations.
- 2.15 Commitment to Diversity and Chesterfield Businesses: Chesterfield County is a rapidly growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status.

The county is committed to increasing the opportunities for participation of minority business enterprises, woman-owned businesses and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all Invitations for Bids and Requests for Proposals. In addition, the county strongly encourages each contractor and/or supplier with which the county contracts to actively solicit minority business enterprises, woman-owned businesses and businesses located in the county as subcontractors/suppliers for their projects.

Upon award/renewal of the contract, the successful bidder/offeror shall furnish data requested on the Certification of Subcontractor/Supplier Activity form included in this IFB/RFP document. This information will enable the county to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.

- 2.16 Definitions - For purposes of Chesterfield County's classification and reporting program, in cooperation with the Virginia Department of Minority Business Enterprise, the following definitions apply:

Woman-Owned Business (WOB) - a business concern that is majority owned by a woman who also controls and operates the business. In this context, "control" means exercising the power to make policy decisions, and "operate" means being actively involved in the day-to-day management.

Minority Business Enterprise (MBE) - a business enterprise that is owned and controlled by one or more socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanic Americans, Asian Americans, American Indians, Eskimos and Aleuts. (Reference: 2.2-1401 of the *Code of Virginia*)

Chesterfield Business (CB) - any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.

3. **SELECTED TERMS AND CONDITIONS OF THE CONTRACT**

- 3.1 Non-Appropriation: The continuation of the terms, conditions, and provisions of this contract beyond the fiscal year is subject to approval and ratification by the Chesterfield County Board of Supervisors (and the Chesterfield County School Board, as applicable) and appropriation by them of the necessary money to fund said contract for each succeeding year.

- 3.2 Choice of Law and Venue: Any disputes under a resulting contract, that cannot be resolved between the County of Chesterfield and the contractor, must be resolved in the Circuit Court of Chesterfield County, Virginia. Any resulting contract shall be governed by the laws of the Commonwealth of Virginia.
- 3.3 Termination: It shall be the sole right of the County, to terminate any contract upon written notification to the Contractor.
- 3.4 Nondiscrimination Clause: In accordance with Section 2.2-4311 of the *Code of Virginia*, every contract for goods or services over \$10,000 shall include the following provisions:
- A. During the performance of this contract, the Contractor agrees as follows:
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - B. The Contractor shall include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- 3.5 Right To Audit: Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the County to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor of any of its payees pursuant to execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the County shall have access to said records from the effective date of this contract, for the duration of the work, and until two (2) years after the date of final payment by the County to Contractor pursuant to this contract.

The County shall have access to Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. The County shall give Contractor reasonable advance notice of intended audits.

Contractor shall require all subcontractors, insurance agents, and materials suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written

contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amount payable to Contractor pursuant to this contract.

If an audit inspection or examination in accordance with the article, discloses overcharges (of any nature) by Contractor to the County in excess of five percent (5%) of the total contract billings, the actual cost of the County's audit shall be paid by Contractor.

- 3.6 Insurance - The contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the County, the Engineer (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or his forces as enumerated above. The Contractor shall furnish a copy of an original Certificate of Insurance, naming Chesterfield County as an additional insured. Should any of the policies be cancelled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the County's Attorney and/or Risk Management and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this Contract.

The following insurance requirements are the minimum that will be acceptable:

1. Worker's Compensation Insurance with statutory limits and Employers' Liability Insurance of \$500,000 for one accident or aggregate disease.
2. Commercial General Liability - Including products and completed operations, contractual, and broad form property damage to include XC and U hazards - \$1,000,000 CSL
3. Automobile Liability - \$1,000,000 CSL
4. Umbrella Liability Insurance - \$5,000,000 Each Occurrence
5. The contractor shall require each Subcontractor to carry, as a minimum, coverages 1, 2, 3, and 4 as set forth above.
6. Owner's Liability Policy - \$500,000 CSL

The Contractor shall be responsible for maintaining current certificates of insurance on file with the County, and the Insurance Company shall be responsible for notifying the County thirty (30) days prior to the expiration, cancellation, non-renewal, or material change in the coverage.

INSTRUCTIONS REGARDING INSURANCE CERTIFICATES

The Contractor and his insurance company should carefully review the insurance requirements applicable to this job. **All requirements herein must be met before the County will execute the contract.** In particular, we would call your attention to the following:

1. Please note that the Insurance Certificate must state that the Commercial General Liability and the Umbrella Liability Insurance Policies name **Chesterfield County as additionally insured**. This requirement may be met by placing the following language on the

Certificate. Many Certificates have a space headed "**DESCRIPTION**" where the language may be inserted as follows:

Chesterfield County is additionally insured or that Chesterfield County is additionally insured with respects to General Liability; and/or Umbrella Liability policies.

2. The Insurance Certificate must also contain the required statement concerning notice of cancellation or other change in coverage. The statement used on some Certificate forms is not acceptable. The statement which is required by the contract documents reads as follows:

"Such certificate shall provide that in the event of the cancellation of the policy or policies listed on such certificate, not less than 30 days notice in writing shall be given to the County.

NOTE: The cancellation clause in the Insurance Certificate shall be modified by striking the words 'endeavor to' in the second line and by striking the clause reading 'but failure to mail such notice shall impose no obligation or liability of any kind upon the company'."

3. The Certificate Holder should be listed as: Chesterfield County
c/o Purchasing Department
P. O. Box 51
Chesterfield, VA 23832-0001
IFB/RFP No. _____
4. Certificate of Insurance must have a signature.

3.7 Drug Free Workplace: During the performance of this contract, the contractor agrees to:

- A. Provide a drug-free workplace for the contractor's employees
- B. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition
- C. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace
- D. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- 3.8 Environmental Management: Contractor shall be responsible for complying with all applicable federal, state, and local environmental regulations, if any. Additionally, the Contractor must meet all Chesterfield County Environmental Management System (EMS) requirements. For questions or additional information, contact the Office of Environmental Management at (804) 717-6531.
- 3.9 Faith-based Organization: Chesterfield County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, Section 2.2-4343.1.
- 3.10 Finance Charges: Chesterfield County will not pay any finance charges imposed on any invoices submitted by the contractor relative to this RFP.

4. **SCOPE OF WORK**

- 4.1 The scope of work includes the acceptance, transportation, site acquisition and maintenance, land application, monitoring, reporting, and performance of required regulatory agency reporting associated with land application of the biosolids. The estimated quantity of biosolids is 110 wet tons per day, 5 days per week, 52 weeks per year. Additional operating modes (i.e. weekends, holidays) may be necessary upon notification to contractor. Operating hours are typically between 7:00 a.m. to 4:30 p.m. Longer hours may be necessary
- 4.2 Contractor will keep and maintain records to enable the county and the contractor to clearly and accurately determine the total volume of all biosolids removed from the wastewater treatment plants. The method of record keeping will be to the acceptance of the county and shall conform to federal, state, and local regulations and mandates relating to biosolids. Application practices will conform to all federal, state, and local regulations and mandates.
- 4.3 Proctors Creek Wastewater Treatment Plant has approximately 20 days storage onsite for dewatered biosolids. Any additional storage requirements will be the responsibility of the contractor.
- 4.4 All permits, materials, equipment, and labor necessary for performing all work will be the responsibility of the contractor. Storage of biosolids during inclement weather and alternate disposal contingency plants such as land filling should be submitted with proposal. Copies of current Toxicity Characteristics Leaking Potential's (TCLP's) are available upon request.
- 4.5 All applicable permits for biosolids land application will also be the responsibility of the contractor. A listing of all applicable permits denoting Chesterfield County biosolids as approved for land application should be submitted at the time of submission of proposal to the County. Include permit number, issuing agency, issue date, and expiration date. Also include permits for additional storage facilities.

5. **PAYMENTS**

- 5.1.1 Payments will be made for all biosolids removed at the end of each month during which the biosolids were removed. Payment will be determined by multiplying the unit contract price by the actual quantity of biosolids removed. Quantities will be determined by the following measurement procedure: **Actual weights determined by scales located at each plant and scale tickets signed by both the contractor and county representatives.**

6. **BIOSOLIDS QUANTITIES**

- 6.1 Anticipated quantities are estimated to be 28,200 wet tons annually (FC-7500 and PC-20,700). The contractor will be responsible for 100% of the daily production and should remove the total

actual quantities generated at the plants in accordance with all applicable federal, state, and local regulations and mandates. Biosolids production is anticipated to increase from its approximately 28,200 wet tons per year in 2006 to approximately 31,300 wet tons per year in 2011 (FC-7500 and PC-23,800). Additionally, the Proctors Creek plant produces approximately 5,400 wet tons of Class B, lime stabilized waste activated sludge for disposal. This amount is expected to remain stable or increase only slightly for the term of this contract.

7. BIOSOLIDS QUALITY ASSURANCE

- 7.1 For anaerobically digested sludge, the biosolids are below the EPA limits for metals as established in the EPA Part 503 Sewage Sludge Regulations (or state regulations, whichever is more stringent). In addition, the biosolids meet the EPA Part 503 Class B Pathogen Reduction requirements and Vector Attraction Reduction (VAR) requirements (or state regulations, whichever is more stringent). These stabilization and Vector Attraction Reduction Provisions will be met by the following methods:

Pathogens Reduction - Option 1 (Fecal Coliform Method 922D)

VAR - Volatile Solids Reduction > 38% at the time it leaves the treatment process.

The lime stabilized sludge is below the EPA limits for metals as established in the EPA Part 503 Sewage Sludge Regulations (or state regulations, whichever is more stringent). In addition, the lime stabilized sludge is maintained at a pH of greater than 12.0 for a minimum of two hours and 11.5 for an additional 22 hours to fulfill EPA Class "B" requirements for land application.

- 7.2 The county certifies that none of the material to be provided under this contract will constitute hazardous waste under applicable federal, state, or local mandates. The county further certifies that it will not combine or mix hazardous waste, or any other material, with the material to be provided under this contract.
- 7.3 The dewatered biosolids percent solids will range from 17 to 20 for digested sludge and between 19 and 23 for the lime stabilized sludge. All Dewatering is conducted by Belt Filter Press.

8. BONDS

- 8.1 All offerors must include a surety bond with their proposal response in the amount of five percent (5%) of their proposed cost per ton based on the anticipated annual estimate of 28,200 wet tons for the first contract term. This bond should be from a surety company satisfactory to the county. The only other form of surety acceptable will be a Cashier's Check or a Certified Check, made payable to Treasurer, Chesterfield County. Proposals submitted without the required bond will not be evaluated.
- 8.2 The contractor will be required to furnish a performance bond in the amount equal to 100 percent of the firm's negotiated contract amount, and shall be renewed annually and remain in effect at least until the day when the final payment becomes due, except as otherwise provided by law, regulations, mandates or the contract documents. The performance bond shall be with a corporate surety authorized to do business in the State of Virginia and otherwise in all respects acceptable to the county.
- 8.3 Attorneys-in-fact who sign bonds must file with each bond a certified and effective dated copy of their power of attorney. Each Bid Bond and the accompanying power of attorney should bear the same date. Each Performance Bond and the accompanying power of attorney should bear the same date as the date of the contract.

8.4 The contractor will be required to execute the contract and obtain the Performance Bond within fifteen calendar days from the date when the contract is delivered for execution.

8.5 If the surety on any bond furnished by the contractor is declared bankrupt, or becomes insolvent, or it's right to do business is terminated in any state where any part of the project is located, or it ceases to meet the requirements of this article, the contractor shall, within ten (10) days thereafter, substitute another bond and surety, both of which must be acceptable to the county.

9. **SUBMISSION REQUIREMENTS**

9.1 Proposals should be submitted in the following format with all the requested information and documentation.

A. **Executive Summary (Not to exceed five (5) pages)**

The proposal should include a brief introduction describing the experience, size, and the services provided by the firm along with the following information:

1. Name, address, telephone number of main office and any branch office which will be involved in any way with the resulting contract.
2. Identification of project team assigned specifically to this project, including information regarding all subcontractors to be used for hauling or other purposes and experience of the same and their involvement in the Federal 503 regulatory process and the Virginia BUR process.
3. Basic overview of the proposed program.
4. Process for monitoring subcontractors.

If a joint venture or association of firms is proposed, the requested information should be included for each member, and a discussion on why the joint venture or association of firms was established.

B. **Key Personnel**

The following information should be furnished for each key member of the project team that will be responsible for coordinating efforts that may effect the county's operations:

1. Relevant experience record including involvement with regulatory agencies.
2. Provide a description of the responsibilities the individual will assume.
3. Project organization chart.
4. Compliance with the Virginia Biosolids Use Regulation nutrient planner training and certification program.

C. **Experience of the Offeror**

The offeror should have a minimum of five (5) consecutive years of actual operating experience with similar projects and should currently be providing similar services for a minimum of three (3) generators.

The following information should be furnished for at least three (3) similar contracts either completed or currently underway:

1. Name of client.
2. Name and telephone number of reference.
3. Contract description (type of digestion process used, number of tons processed, was hauling involved, method of application, permitting process, site management, etc.).
4. Duration of each contract.
5. Permitted acreage and locations.

D. Ability to Provide Scope of Services

Offeror should describe, in detail, their capability to meet the demands of the Scope of Services and any proposed modifications or additions to the Scope of Services. Information should include:

1. Management and Operations Plan - The plan should describe the offeror's goals, address the collection and transportation of biosolids within and between the plants including the proposed means of communication with the offerer, major tasks, schedule for these tasks, staffing, organization of the project, administrative procedures, regulatory compliance procedures, monitoring, record keeping and reporting procedures, marketing, public acceptance, public notice procedures prior to site application, and other appropriate information.

Provide a description of off site storage that will be provided by the contractor to include location, type of facility, and capacity available for temporary storage of county biosolids.

Describe billing procedures and the procedure's compatibility with the county's payment procedures. Describe the mechanisms used to assure that billings are accurate and timely. Describe the types of information to be provided with the billings to document performance. Describe the procedure for billing and tracking the additional per ton cost that may be applied in support of local monitoring programs in certain jurisdictions per Virginia regulations.

2. Schedules - Provide proposed schedule for start-up of the project including the dates for initiating hauling, site delivery of equipment, processing and production, or on-site application of product. If construction or modification of sites are required, provide a detailed schedule including permit acquisition. If a site will require renewal of a permit or cannot be used for any reason pending approval by a regulatory body, provide a detailed explanation and schedule for obtaining the needed approval. Explain what options are available if approval is not obtained.
3. Transportation System and Routing - Describe the transportation system to be used to the application sites. Describe the facilities and or equipment, whether the facilities and or equipment is owned or leased, the age of the facilities and or equipment along with any planned upgrading. Describe the factors affecting route selection and

alternative routes that are available to reach the project sites in response to reasonably anticipated emergencies.

4. Spill and Emergency Response Program - Describe the emergency response program for spills and other contingencies. Supply a copy of the plan used by managers, supervisors, operators and drivers, if these plans are different from each other. Describe the frequency and nature of training exercises and the process of how maintaining and updating the program will be integrated into the County's existing response program. The County Environmental Management System (EMS) provides specific guidance related to biosolids transportation and storage requirements that must be adhered to. That training is provided as outlined below. Provide the communications methods and procedures to maintain contact with the County and regulatory agencies. Contracts or agreements with response organizations or demonstration that adequate resources exist to respond to emergencies shall be documented.

The Chesterfield County Utility Department maintains an Environmental Management System (EMS) that is fully compliant with the ISO 14001 standard. As part of the EMS program, the contractor will be required to attend general awareness training related to the EMS requirements for biosolids collection, storage and transportation. Training will also be required in the work instruction for biosolids handling at the plants. This training will be required on an annual basis and will be given to contractor management personnel who will in turn disseminate the information to their personnel. Training will be conducted at the Proctors Creek plant and failure to comply with these requirements will result in cancellation of the contract. A "Contractor Environmental Activity Statement (ENVMG.T.FORM.0009) must be completed, endorsed and returned by the contractor prior the contractor beginning any work.

5. Quality Assurance and Control Program - Describe the quality assurance and control programs for your firm's biosolids operations. Supply a copy of the plan and program including personnel equipment, regulatory program monitoring and compliance, financial management and product quality. Specific examples of how the program(s) have been effective should be provided.
6. Odor Management - Describe the techniques used to control odors. Describe any odor problems that have developed in the past at the sites to be used and how they were resolved. Describe the odor monitoring and response program.
7. Surface Water Protection - Describe the measures taken to protect local surface waters and drainage courses associated with the various sites to be used for this project.
8. Groundwater Protection - Describe the measures taken to prevent groundwater contamination from site operations. Discuss the specific measures and/or operational practices that are taken to protect groundwater.
9. Crop Management - Describe the agronomic practices used and crops grown for the sites proposed for use. Discuss tillage practices, crop management and rotation, harvesting, and how application rates are monitored.

10. Public Acceptance - Sites shall be operated in consideration of the public and as a good neighbor. In consideration with this, describe the programs and efforts undertaken to gain public acceptance of project, process sites, and products. Supply examples of brochures, public notice signage, advertisements or promotional products and describe. Provide examples of the effectiveness of these programs. Describe the types of public information and education programs that are in place by your firm and how these are used.
11. Compliant Resolution Process - Describe the process for receiving, evaluating, and resolving any complaints both with the public and regulatory agencies.
12. Worker Health and Safety - Describe safety programs in place for employees, including subcontractors, that handle, transport, and apply biosolids.

E. A summary of proposed application sites including the following:

1. A list of contact persons at each regulatory agency and phone numbers.
2. Copies of all approved regulatory permits or authorization letters listing the County as an approved source.
3. Detailed information regarding the status of any pending approvals.

F. Regulatory Compliance

Include a detailed description of how your operation will meet the requirements of the EPA Part 503 Sewage Sludge Regulations, the Virginia Biosolids Use Regulation and other applicable state and local regulations and the anticipated role of the County with regard to testing, monitoring, and record keeping requirements. Include sample copies of compliance records and reports.

G. Proposed Equipment for Project

Provide a list of all proposed equipment to be assigned to this project including a listing of equipment available for back-up use and the procedure for maintaining the watertight integrity of transportation vehicles.

H. Statement Regarding Work Not Completed

Offeror should include a listing of all work which has been awarded to your firm which has not been completed and of contracts on which you have defaulted along with a statement explaining the reason for uncompleted work or default.

I. Pricing Schedule

Provide a proposed per wet ton price for services in the section titled "**PRICING SCHEDULE**". The "per wet ton" cost should include all costs, fees, labor, equipment, materials, fuel, mileage, permits etc. associated with the services.

10. PRICING SCHEDULE

- 10.1 The "per wet ton" cost should include all costs, fees, labor, equipment, materials, fuel, mileage,

permits etc. associated with the services.

COST PER WET TON: _____ / **PER WET TON**

11. EVALUATION CRITERIA

11.1 These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for negotiations. Individual criteria may be assigned varying weights at the County's discretion to reflect relative importance.

1. Description and approach to providing services including method of operation and public relations plan as they relate specifically to the County including contingent disposal methods.
2. Demonstration of possession of applicable permits, regulatory approvals, and examples of participation in the regulatory process.
3. Qualifications, stability, and experience of the firm.
4. Regulatory reporting and compliance program.
5. Proposed cost of services.

12. BASIS FOR AWARD

12.1 Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal and award the contract to that offeror. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

13. NO CONTACT POLICY

13.1 After the date and time established for receipt of proposals by the County, any contact initiated by any offeror with any County representative, other than the Purchasing Department representative listed herein, concerning this request for proposals is prohibited. Any such unauthorized contact may cause the disqualification of the offeror from this procurement transaction.

14. FURTHER INFORMATION

14.1 Questions of a technical nature which may arise as a result of this Request for Proposal may be directed to Mr. Robert Talmage at (804) 748-7322. Any other questions may be directed to Martin Franciscus, CPPB, Senior Contract Officer, (804) 748-1703 or by Internet E-mail to purchasing@chesterfield.gov.

SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in **RFP #06-5197-9334**.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, 498.4 of the *Code of Virginia*, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County of Chesterfield, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County of Chesterfield, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County of Chesterfield. Furthermore, offeror is in compliance with the *State and Local Government Conflict of Interests Act 2.2-3100*, supplemented by Article 6, 2.2-4367-69 of the *Code of Virginia*. Specifically, no county employee, county employee's partner, or any member of the county employee's immediate family holds a position with the offeror such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five per cent.

To receive consideration for award, this signature sheet must be returned to the Purchasing Department, as it shall be a part of your response.

Complete Legal Name of Firm: _____

Address: _____

Federal Tax ID Number: _____

Signature of Authorized Representative: _____

Typed Name and Title: _____

Please provide the primary contact person for questions and concerns relative to this project:

Contact Name and Title: _____

Phone: (____) _____ **Fax:** (____) _____ **Email:** _____

We hereby provide the following information to Chesterfield County regarding our business. We understand that it is provided for statistical purposes only and all firms submitting proposals will receive equal consideration.

Minority Business Enterprise: Yes _____ No _____

Woman-Owned Business: Yes _____ No _____

Chesterfield Business: Yes _____ No _____

CERTIFICATION OF SUBCONTRACTOR/SUPPLIER ACTIVITY
MINORITY BUSINESS ENTERPRISES, WOMAN-OWNED BUSINESSES, AND
CHESTERFIELD BUSINESSES

Project/Contract Name/Number:

Contractors shall furnish the information requested below regarding subcontractor(s) or supplier(s).

(This form will be sent to the contractor by the Purchasing Department for completion at the time of award/renewal, as appropriate.)

Name and Address of Subcontractor/Supplier	(√) MBE	(√) WOB	(√) CB	Commodity or Service	Dollar Amount

If a continuation of this list of subcontractors/suppliers is needed, please attach additional pages to this form.

I have no MBE, WOB or CB applicable to this contract _____(√)

Contractor hereby certifies that the above information is correct.

Complete Legal Name of Firm: _____ Date: _____

Form Prepared By: _____
(Type or Print)